



## European Fencing Confederation Confédération Européenne d'Esgrime

Annex no. 1

### COVID-19 ACKNOWLEDGEMENT OF RISK AND RELEASE FROM LIABILITY FOR PARTICIPANTS

Name of the Tournament: \_\_\_\_\_ Date: \_\_\_\_\_

#### Preamble

The novel coronavirus, COVID-19, has been declared a global pandemic by the World Health Organization. COVID-19 is extremely contagious and experts believe that it is primarily spread through person-to-person contact. The European Fencing Federation, the national fencing federation of the country in which the event is being held and the organising committee of \_\_\_\_\_ [name of the event] (hereinafter: the "Organisers") have introduced preventive measures aimed at reducing the spread of COVID-19. Nevertheless, the Organisers cannot guarantee that you will not be infected with COVID-19. Participation may also increase your risk of contracting COVID-19.

\* \* \*

I wish to participate in or attend the tournament (hereinafter: the "Tournament") as a [Competitor] [Referee] [Armourer] [Member of the DT] [Supervisor] [Coach] [Trainer] [Other: please specify \_\_\_\_\_]

(underline as appropriate), and to enter any area in which the Tournament is taking place. As compensation for being permitted to participate in the Tournament, I hereby agree to all the terms of this Release from Liability.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and I voluntarily assume the risk of being exposed to or infected with COVID-19 as a result of my participation in the Tournament. I further acknowledge and voluntarily accept the risk that such exposure or infection may result in bodily harm, illness, permanent disability or death. I understand that the risk of being exposed to or infected with COVID-19 during the Tournament may result from the actions, presumed omissions or negligence of myself and others, including, but not limited to, employees, volunteers and participants in the Tournament.

I voluntarily agree to assume all of the above risks and take full responsibility for any injury (including, but not limited to, physical injury, disability and death), illness, damage, loss, claim, liability or expense of any kind that I may suffer or incur as a result of my participation in the Tournament. I hereby undertake to refrain from suing the EFC and its designated individuals, including, but not limited to, members of the Directoire Technique, Refereeing, Referees, Armourers, supervisor, Video & Wireless Technicians, Announcers, Event Managers, etc. and the Organisers and the employees, agents and representatives thereof, whom I release from all liability.

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I understand and agree that this release includes all claims based on the actions, presumed omissions and negligence of the EFC and its designated individuals, including, but not limited to, members of the Directoire Technique, Refereeing, Referees, Armourers, supervisor, Video & Wireless Technicians, Announcers, Event Managers, etc. and the Organisers and the employees, agents and representatives thereof, regardless of whether the COVID-19 infection occurred before, during or after my participation in the Tournament.

The release from liability shall be accepted subject to the substantive and/or mandatory laws of the country in which the event is taking place. I agree that, should any part of this agreement be deemed to be invalid or unenforceable, the remaining parts shall remain fully in force. This document shall be governed by the law of the Country of Luxembourg and any legal action brought hereunder shall be brought in the courts of Luxembourg, which shall have exclusive jurisdiction of any such legal action.

Full legal name \_\_\_\_\_

Date of birth \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number \_\_\_\_\_ Emergency contact \_\_\_\_\_

Participant's signature \_\_\_\_\_ Date \_\_\_\_\_

### **SUPPLEMENTARY AGREEMENT FROM A PARENT OR GUARDIAN (must be completed for participants under the age of 18)**

I am the parent or guardian of the minor named above. I understand the nature of the above Release from Liability and I consent to the minor for whom I am responsible participating in the Tournament. I hereby undertake, on behalf of the minor, to refrain from suing the Organisers and the employees, agents and representatives thereof, whom I release from all liability. I understand and agree, on behalf of the minor, that this release includes all claims based on the actions, presumed omissions and negligence of the Organisers and the employees, agents and representatives thereof, regardless of whether the COVID- 19 infection occurred before, during or after the minor's participation in the Tournament.

Full legal name \_\_\_\_\_

Signature of parent or guardian \_\_\_\_\_ Date: \_\_\_\_\_

